

# STATEMENT

OF THE

# DIRECTORS

OF THE

YORK AND CUMBERLAND RAIL ROAD CO., M.E.

POR<sup>T</sup>LAND AND ROCHESTER

52.5 MILES

UPON THE

CHARTERED JULY 20-1846 -

## REMOVAL

OPENED TO ROCHESTER JULY 1871

OF

F. O. J. SMITH,

FROM THE OFFICE OF PRESIDENT OF SAID COMPANY.

---

POR<sup>T</sup>LAND:

PRINTED BY ORDER OF THE DIRECTORS.

1851.

Univ. of Ill. Library

51

3636

# 2. *BRUNNEN*

BRUNNEN

TO THE STOCKHOLDERS OF THE YORK AND CUMBERLAND RAIL  
ROAD COMPANY.

---

ON the 13th of May last A. P. Robinson was removed from the office of Chief Engineer of the Y. and C. R. R. Co., and on the 12th day of August last F. O. J. Smith, was removed from the office of President of the corporation by vote of the Directors.

A pamphlet has recently been issued by F. O. J. Smith in which he assails the conduct of the Board in both particulars, and attempts to defend his own, and that of Mr. Robinson.

The publication made by Smith would not require any notice at our hands, except that he has pretended to quote from the books and records of the company, and from certain correspondence, matters in justification of his course which are untruly stated. Not deeming many of these misstatements of importance enough to require notice, we have thought it advisable to give a brief statement of the matters which led the Directors to adopt so decided a course as the removal from office of the persons above named. Ordinarily, officers similarly situated, prefer to withdraw voluntarily from situations of responsibility, after they shall have forfeited the confidence, or lost the respect of the Board. The motives which prompted a different course in the case of Mr. Robinson, and in that of Smith, are to be traced to their relations with J. G. Myers, the contractor. The Board deem the question of their right to remove officers appointed by them, as too clear an one, to need any comment. The case is precisely like that of the removal of a cashier, or a President of a bank, when either officer is found, misapplying the funds or destroying the property of the corporation.

151  
150  
The removal of Robinson was demanded by several of the Directors some weeks prior to the time of the final action of the Board in the matter, and he had not the confidence of others of the Board, who were desirous of avoiding a direct vote of removal. He still held on to the place against the known wishes of several of the Directors; but he was removed at last, in consequence of his estimate

for April last, giving to Myers \$31,635 10, for work done in said month on the 1st division, and his refusal to correct and amend it after its errors were exposed. Said estimate is as follows:

**A. P. ROBINSON'S ESTIMATE.**

York & Cumberland Railroad. Sections 1 to 7 inclusive. 1st Division.  
Estimate of Work done and Materials delivered by J. G. Myers, on the York and Cumberland Railroad, up to and including the last day of April, 1851.

Total amount of Contract for Grading and Equipment of 1st Division of Road, as per agreement, viz:

10.87 miles at \$32,000 per mile.....\$347,840 00

Less the following items of work not yet done, and expenditures not yet made, viz:

Land damages yet to be paid.....\$15,000 00

Buildings yet to be erected.....250 00

Portland Station to be charged.....6,000 00

Passenger Car to be furnished.....2,000 00

Estimated amount of labor necessary to complete

the Ballasting and Grading of Road.....7,000 00—30,250 00

Total pro rata amount to this date,.....\$317,590 00

Previous estimates to 1st April,.....\$284,889 00

25 per cent. Stock.....8,175 25

25 per cent. Bonds.....8,175 25

Engineering Account for April.....532 95

Cash.....15,817 55—\$317,590 00

I hereby certify the above to be correct. A. P. ROBINSON.

A few days prior to this, Smith had stated that Myers was to have an estimate exceeding \$30,000 for April, on the first division. The committee on accounts, with Mr. Woodbury, passed over the road to examine it toward the last of April, and ascertained that a small amount of work had been done in that month, and became satisfied also that Myers work had been over estimated, and that he was very largely over paid by the company.

F. O. J. Smith urged the immediate action of the Committee on Accounts upon this estimate, and the Treasurer as soon as he received it from Robinson caused it to be sent to the Committee.

The committee, after examining this estimate, called on Robinson before agreeing upon their report, and asked for his reasons for so making it. He replied that it was so made under the advice and direction of Mr. Smith, as President. Robinson declined to correct or amend it, though its errors were clearly pointed out to him.

The Committee afterwards agreed upon a report as follows :

The Committee on Accounts, to whom was referred the estimate of A. P. Robinson, Chief Engineer, for work done on the First Division of said Road in April last, ask leave to report :

That the same is disallowed.

The duties of the Engineer of the said Company are defined by the contract, and are in express terms limited to the service of ascertaining the amount of work actually done at certain stated periods, and returning an estimate thereof according to the truth of the case.

The estimates returned prior to April, 1851, have purported to be framed on this principle, and based on the actual quantities of work done and materials furnished in the construction of the York & Cumberland Rail Road.

The estimate for April is based upon an entirely different principle. The Engineer assumes the Road to be finished, the land damages paid for, and the equipment of the Road complete, with a few exceptions only, estimated to cost some thirty thousand dollars.

The Engineer, instead of estimating the work done in April on the First Division, estimates the work to be done, and assumes a completion of the Road, with these trifling exceptions.

The Engineer might, with equal propriety, return an estimate allowing the Contractor the full contract price for building the Road throughout its entire length from Portland to Great Falls, deducting from the full prices only such items of work as he might estimate sufficient to complete it, and thus create an implied indebtedness of hundreds of thousands of dollars.

Deeming the principle assumed by the Engineer dangerous in practice, unauthorized by the contract, and wrong in point of fact, and believing also that the said estimate is entirely erroneous in its statements, the undersigned Committee have promptly rejected and disallowed the same.

All which is respectfully submitted.

(Signed,) \_\_\_\_\_

JOHN A. POOR,  
LEVI MORRILL,  
GEO. WARREN,

*Committee on Accounts.*

On the 13th of May this report was accepted by the Board by the following vote :

YEAS—McIntire, Morrill, Herrick, Poor, Woodbury and Warren.  
NAYS—F. O. J. Smith.

The committee communicated to the Treasurer on the 8th of May the result of their examination, and notified Mr. Robinson, that the estimate was disallowed. Smith still urged the Treasurer to pay this estimate of \$31,635 10, notwithstanding the refusal of the committee to approve it.

Smith stated and asked to have it entered of record on the 13th of May as follows, viz.

"That after said Committee had informed Mr. Robinson that his estimate had been rejected, Mr. Smith called on Mr. Poor with Mr. Robinson, and informed Mr. Poor that several of the Sub-contractors and workmen from the Road were at the Rail Road office to obtain their pay of the Contractor for work on the Road; that they had been promised their pay from the amount supposed to be coming due on said estimate; and as it had been disallowed, he had called with Mr. Robinson to learn the objections, and ascertain if they might not be removed. That Mr. Poor then stated, that the Committee objected to the estimate, on the ground that it assumed to be deduced from the amount of work remaining to be done on the Division to Gorham, and on the land damages yet to be paid, and not on the work actually done in the *month of April*; that it also embraced other work and charges than had occurred in the month of April. As to the propriety of the latter course, Mr. Robinson claimed it as clearly proper and within his authority and duty to supply, in any month's report, any omissions or short estimates of any previous month, and in this Mr. Smith concurred with Mr. Robinson; that, as to the mode of deducing the estimate, Mr. Robinson asserted it to be the same mode adopted by him in ascertaining the work upon this Company's contract with the Kennebec Rail Road Company, and that it was a proper mode when work had approximated towards a close.

Mr. Poor objected to this mode, nevertheless, and required an estimate detailing the items of work done and materials furnished in the month of April, on which the charges were to be based, as in former estimates. Mr. Smith then requested Mr. Robinson to conform his estimate to this requirement of the Committee; and on the next morning an estimate was framed, and which is made a part of this report, and was forwarded by Mr. Smith to Mr. Poor, he agreeing to have the Committee meet to pass upon the same.

That the Committee did meet accordingly, and have also disallowed said last estimate.

Mr. Smith did not understand Mr. Poor's requirement to be, to Mr. Robinson, to estimate only what work had been done in the month of April; but whatever work was estimated, should be estimated in the mode of former reports, detailing the items."

Robinson insisted to the committee upon giving Myers at least \$30,000 in his April estimate, though he admitted the work done in April, was of trifling amount in comparison.

In order to shew the doings of Robinson, in making up the *second* or amended estimate for April, we give the estimate for March, approved by the Board, which is as follows, viz:

**YORK AND CUMBERLAND RAIL ROAD, Section No. 1 to 7 inclusive.**

*Estimate of work done, and materials delivered, by John G. Myers on the York and Cumberland Rail Road, up to and including the last March, 1851.*

1275 Rods Clearing and Grubbing, at \$1,00,	\$1,275
255000 Cubic yards common excavation, at 28 cts.	71,400
3500     "     indurated     "     "     "     "     980	
16000     "     rock, at \$1,10,	17,600
252000     "     emb't haul, 2,400 feet, 5 mills, 12	30,240
16000     "     ballast, at 25,	4,000
2514     "     culvert masonry, 250,	6,285
1320     "     bridge     "     \$4,	5,280
Foundations,	8,292
30 Linear feet Truss Bridge, canal, \$10,	300
2864     "     Pile     "     at \$3,	8,592
Lateral bracing on do.	300
1800 Feet B. M. timber, framed and raised, at \$20,	360
6450 rods fence, at 1,10,	7,095
50 Gates, at \$3,	150
1 Turning table,	1000
8 Switches, at \$200,	1,600
250 yards granite delivered, at \$3,	750
30 yards backing, at 1,25,	375
20 tons Iron, at \$50.	1,000
11 miles track laid,	69,300
10 Road crossings and signs,	1,500
6 Road crossings,	600
Deering's Bridge Gates,	300
20 Gravel cars,	4,000
1 Passenger Car,	2,500
1 Locomotive Engine,	3,500
1     "     "     "     "     "     6,000	
1 Baggage car,	1,000
2 Platform cars,	1,200
1 Hand car,	125
Land Damages,	15,000
Buildings and fixtures,	12,000
	284,899 00
Deduct previous estimates,	275,840 89
Gross amount for March,	\$9,058 11
1-4 Bonds,     \$2,204 53	
1-4 Stock,     2,264 53	
Engineering,     268 31	
Cash,     4,269 75	
	\$9,058 11

A. P. ROBINSON, *Chief Engineer.*

Approved by the Committee on Accounts, for \$9,058 11.

JOHN A. POOR, *Chairman.*

The second or amended estimate for April, which Smith says was made at his request, "to conform to the requirement of the committee," is as follows:

**YORK AND CUMBERLAND RAIL ROAD COMPANY,**

To J. G. MYERS, DR.

May 1st, 1851. *For Estimates of Labor and Materials on 1st Division to this date.*

	Price.	Dolls.
1275 Sq. rods clearing and grubbing,.....	\$1	1275
272000 Cubic yards earth excavation,.....	28 cts.	76,160
4000 " " " in pits, .....	"	1,120
16000 " " rock " .....	\$1 10-100	17,600
270000 " " emb'k't haul, 2,400 ft.....	12 cts.	32,400
32000 " " ballast,.....	50 cts.	16,000
2514 " " culvert masonry,.....	\$2,50	6,285
1450 " " bridge " .....	\$4,	5,800
Foundations,.....		8,292
30 Linear feet, Bridge at Canal,.....	\$10,	300
2864 " " Pile bridge,.....	\$3 12,	8,950
18000 feet B. M. timber framed,.....	\$20,	360
6636 rods fence,.....	\$1 10,	7,299
50 gates,.....	\$3,	150
Erecting and taking down 160 rods fence, .....	60 cts.	96
1 Turning table,.....		1,000
Taking up, transporting and resetting turning table,		200
9 Switches laid,.....	\$150,	1,350
2 " delivered to lay,.....	\$100,	200
250 Cubic yards Granite delivered,.....	\$3,	750
300 " " backing,.....	\$1 25,	375
11 1-4 miles of track laid, .....	\$6,300,	70,875
16 Road crossing and signs, .....	\$150,	2,406
Deering's Bridge Gates,.....		300
25 Gravel cars,.....	\$200,	5,000
1 Passenger Car,.....		2,500
1 Locomotive Engine, .....		6,000
1 " " .....		3,500
1 Baggage car,.....		1,000
4 Platforms, .....	\$600,	2,400
4 Covered cars, .....	\$800,	3,200
1 Hand car, .....		125
Land damages,.....		15,836
Buildings and fixtures,.....		13,560
Filling in and around the Station houses,.....		200
Stone for Saccarappa station, .....		84
Transportation of materials for Station houses,...		50
Filling in Engine House ground, .....		2,000
240 Yards stone delivered for do.....	\$1 25,	300

1800 feet piles delivered for do.	3 cts.	54
Cistern at Morrill's, 5000 gals. from pump and well,		200
Hauling Stone at Saccarappa, .....		150
Erecting and taking down Bridge at Gorham,.....		50
Plank and timber for do., .....		52
Labor on Water works at Portland and Gorham, ditching, &c.,		500
Pump at Gorham station,.....		50
		<hr/>
		\$316,348
Previous estimates,.....		284,899
		<hr/>
		\$31,449
25 per cent Stock,.....	7,862	25
25 per cent Bonds,.....	7,862	25
Engineering account,.....	532	95
Cash,.....	15,191	55
		<hr/>
		\$31,449

I certify the above to be approximately correct,

A. P. ROBINSON, *Chief Engineer.*

The following is Smith's note to Mr. Poor, enclosing said estimate :

"**Mr. Poor**—With this I send Mr. Robinson's *second* estimate. Mr. Myers' subcontractors and creditors are here, pressing and anxiously waiting on these means for maintaining themselves and their work on the road. The company cannot afford to permit the contractor to be broken down waiting for the proceeds of its indebtedness to him.

Please give it your immediate attention. Messrs. Morrill and Warren were requested to come in. In haste, yours,

F. O. J. SMITH."

"**J. A. Poor, Esq.**

May 9."

This second estimate was rejected by the Committee.

The Stockholders will perceive that Smith could not wait the ordinary course of having the estimates returned to the Board by the Committee, but he required instant payment of the same by the Treasurer. On the Treasurer's refusal to violate his duty, he sought to procure the assent of the Committee to an estimate he knew to be false, in the hope of thereby inducing the Treasurer to pay the amount before the meeting of the Board. At this, as well as at subsequent times, an array of men he called sub-contractors, were paraded at the office, or sent in pursuit of the Directors by Smith, for the purpose of wearying them into an assent to his demands.—Smith sought in every possible mode to induce the Committee, as well as the Treasurer, to pay this *second* estimate which he knew was false, and which is shown to be false by Mr. Anderson's estimate for April, subsequently made as follows:

## YORK AND CUMBERLAND RAILROAD.

Section No. 1 to 7 inclusive.

Estimate of Work done and Materials delivered, by John G. Myers, on the York & Cumberland Rail Road during the month of April 1851.

1000	cubic yards common excavation,	,28,	280
300	" " ditch,	,28,	84
1000	" " emb't haul, 1000 ft. 5 mills.	,05,	50
13300	" " Ballast,	,25,	3325
186	" " rods fence,	1,10,	204,60
	" " Lining up and sub-surfacing,	50,	250
One quarter mile track laid, \$6300,			1575
Land damage,			453
Buildings and fixtures,			500
Depot buildings in Portland,			6000
			<hr/>
Deduct 22 tons iron from estimate, 50,			\$12721,95
			<hr/>
			1100,05
			<hr/>
			11621,90
25 per cent stock,	\$2905,48	3-4	
25 per cent bonds,	2905,48	3-4	
Engineering,	532,95		
Cash,	5278,02	1-2	\$11621,95

Portland, May 20, 1851.

JOHN F. ANDERSON, Engineer.

Accepted by committee on accounts.

GEO. WARREN.

LEVI MORRILL.

Accepted by the Board and ordered to be paid by the Treasurer.

Attest,

D. HAYES, Clerk.

Mr. Anderson's estimate instead of showing work done in April equal to \$31,449,00, as Robinson pretends in his second estimate, shows, that the whole amount (deducting the expense of the depot) was only \$5,621,90. Robinson subsequently admitted before the Board, that Mr. Anderson's estimate was correct.

In order to swell up the amount of the contractors estimate, Robinson adds to the several items of work, making an aggregate of \$31,449 00, when it is not pretended that such work was done! By comparing the estimates for March and April, before given, the stock-holders will see how this result was reached.

Robinson adds to the March estimate the following among other items, and thus makes up his estimate for April:—

17000 yards common excavation, at 28 cts.,	- - -	\$4,760
18000 yards embankment haul, at 12 cts.,	- - -	2,160
16000 yards ballast, at 50 cts.,	- - -	12,000

(Changing the price from 25 to 50 cts.)

6 Road crossings,	- - - - -	900
5 Gravel cars,	- - - - -	1,000
2 Platform cars,	- - - - -	1,200
4 Covered cars,	- - - - -	3,200

Besides changing the prices in several instances, Robinson just sits down a *few thousands* here, and a *few thousands* there, while it is seen by Anderson's estimate, that there was in April but 1000 yards excavation, and 1000 yards haul, and NOT A CAR OF ANY SORT DELIVERED. In fact, these cars have not been delivered to this day! Stockholders will follow out the comparison and see the discrepancies.

To show still further the incorrectness of Robinson's estimate for work *required to complete the first division* which in his first estimate for April, he makes to be \$24,250 only, exclusive of the depot in Portland, we give Mr. Anderson's estimate thereof as follows:

#### JOHN F. ANDERSON'S ESTIMATE.

(1st Division.) York and Cumberland Rail Road. (Sects. 1 to 7 inclusive.)

Estimate of work requisite to the completion of Mr. J. G. Myers' Contract on the first Division—beginning at the eastern end of the Station House in Portland, and ending at the Western line of South street in Gorham.

12,990 cub. yds. earth excav.—grading	at 28 cents	\$3,637 20
30,075 " " " ballasting,	" "	8,421 00
1,000 " " " Station at Morrill's Corner,"	" "	280 00
400 " " " Saccarappa,	" "	112 00
300 " " " Gorham road,	" "	84 00
5,000 " " " ballast between Morrill's and Portland,	{ " "	1,400 00
30 " " ledge " between Morrill's and Town house road,	{ at \$1,	30 00
322 " " culvert masonry, at \$2 50.....		807 50
200 rods of fence, at \$1,.....		200 00
572 cubic yards bridge masonry, at \$2,288, and superstructure,		3,000 00
7 road signs to be erected at \$5,.....		35 00
Wood shed at Gorham,.....		250 00
Straightening the rails on 10.4821 miles, at \$50 per mile, .....		524 10
Turn-out at Saccarappa Station,.....		850 00
Repairs needed for the engine York,.....		525 00
" " " Cumberland,.....		125 00
One additional Engine,.....		6,500 00
Two " Passenger Cars, at \$2,000,.....		4,000 00
One " Baggage Car,.....		1,000 00
Four " long Platform Cars, at \$500,.....		2,00 00
One " Hand-car and tools,.....		100 00

Two long Merchandise Cars, at \$600,.....	1,200 00
Land damage, assessed by Commissioners, unpaid,.....	10,110 00
"    "    "    "    Jury,                "       .....	1,800 00
"    "    "    "    amounts agreed upon but unpaid,.....	3,095 75
"    "    "    "    unsettled,.....	6,994 25
Total amo. of Construction, Equipment and land damage necessary,	\$57,080 00
Total amount of Estimates rendered to June 1st,.....	298,358 75
	<hr/>
	\$355,439 55

Portland, June 10th, 1851. JOHN F. ANDERSON, *Eng. Y. & C. R. R.*

The difference between this estimate and that of Robinson will be seen to be \$32,770 which Smith and Robinson attempted to give to the contractor.

It will be seen that both Smith and Robinson attempted to give Myers \$31,635,10 for work in April when but 5,621,90 had been done ! Robinson's refusal to correct his estimate and his declarations to the committee that they had no power over the matter, and his assertion that if they did not like his course that they might dismiss him, led the Board to act in the matter, and at the next meeting thereof, May 13th, 1851, he was promptly dismissed. To save his feelings and his reputation as far as possible, they placed his discharge on the ground of an erroneous mode of arriving at his original estimate, as set forth in the foregoing report of the committee in the hope that this might lead him to correct it. At the time of these proceedings, the Board were generally inclined to believe, that he had not acted upon his own responsibility, but had followed the direction of Smith. Smith, however, at this time, before the Board, solemnly declared that he had never advised Robinson in regard to his estimate, nor had he any knowledge of its contents, till after the action of the Committee in rejecting it.

Smith labors to exculpate Robinson on the ground that Mr. Anderson resorted to a similar mode in making his estimates on the 1st division. This discrepancy between their estimates, here pointed out, as also at the stockholders meeting in June, proves the entire falsity of the assertion.

In order to obtain prices on the 1st Div., each Engineer, at the outset, had to ascertain the amount of work required. Robinson fixed a set of prices, and upon those prices his estimates ought to have been based, and the estimates made, for the work actually done in each month. This was the rule required by the Board, which he abandoned in making his first estimate for April, and he made a false statement of the quantities in the second.

Mr. Anderson's first labor was to ascertain the whole amount required to be done on the first division to complete it, applying Robinson's prices to the several items of work remaining. In this mode his estimates were made up. This is what Smith talked about at the stockholders meeting in June, in trying to show that Robinson and Mr. Anderson adopted *the same course in making up their estimates*.

If they adopted the same course, and Mr. Anderson's estimate is admitted by Robinson to be correct, why did they not agree in their conclusions?

In connection with this subject there is one point which deserves the especial attention of the stockholders by which it will be seen that Smith sought to give \$8000 to Myers on account of the change of line at Saccarappa. Mr. Smith says in his pamphlet:

"If ever in life, I have *carefully* and *rightly* transacted any business for others, and in a manner to leave nothing without full records of explanation, whether I am present or away, living or dead, I am sure I have in this particular manner transacted the business of the Y. and C. R. Road, to the extent that has pertained to my office."

In his letter to the Board of Directors under date of March 13th, he says:

"Every act of mine, involving a discharge of duty, or affecting the interests of the road, will be found in writing, in the records of the Secretary, or on the files of the Treasurer, and in the correspondence which I herewith surrender to the uses of the Directors."

An illustration of the manner how he has *rightly* and *carefully* transacted the business of the company, will appear by reference to this change of location at Saccarappa. At a meeting of the Directors Sept. 11, 1850, the following vote was adopted.

#### DIRECTORS' MEETING—SEPT. 11, 1850.

The subject of the location of the Road at Saccarappa, being under consideration, it was—

"Voted, That the location of the Road at Saccarappa, denominated the southern line, be adopted in lieu of the location heretofore made, unless the property holders, at Saccarappa, shall add within the present week, new subscriptions to the capital stock of the Road, equal to the sum of eight thousand dollars to retain the said location heretofore made; Provided, however, the adoption of the southern line shall be upon the condition, that the contractor will construct said last line without charge for labor or materials heretofore expended or employed on the northern line and without charge for the difference in the lengths of the southern line and northorn line between the point of their divergence at the Congin Road, and the point of their re-union near the bridge across the canal at the opposite extremity."

Attest,

DAVID HAYES, Clerk.

A true copy of record,

W. G. CHADBOURNE, Clerk.

This change was particularly desired and earnestly pressed by the contractor, Mr. Myers. The Board was most reluctant to accede to his wishes. Smith, Robinson and Myers all urged the change. The people of Saccarappa village generally opposed it. Mr. Myers offered and agreed to the terms of the foregoing vote. Mr. Robinson, with Smith and Myers, personally solicited Directors to vote for it, saying it would cost the contractor less, and on the terms before recited, the vote passed. *The vote was drawn up by Smith, and on file, in his hand writing.*

In this estimate for April, Robinson allows for 10.87 miles distance, and gives Myers for this increased distance at Saccarappa, equal to 251-1000 of a mile, \$8,000. He declared to the committee that he knew nothing of any such vote of the Board, or any such agreement. He stated before the Directors, June 20th, that Smith ordered him to make the change in the location at Saccarappa, but never informed him of any such agreement or of any such vote of the Board, and he also declared at that time that he never knew of any such agreement. Robinson said that Myers had got a legal advantage of the company, or words to that effect, because no notice had been given him of such vote.

Smith at first declared he knew nothing of any such vote. On searching the files the original vote was found, drawn up by himself and in his own hand writing, as recorded. On being convicted of this, Smith declined to say whether he made any such agreement with Myers, or communicated any such vote to Myers or to Robinson. When pressed on this point he said he would answer this question at the proper time. He was told that that was the proper time. He declined to show any notice to Myers or to make any disclosures to the Board on the subject. Thus *carefully* and *rightly* has he conducted generally. One instance may suffice, but there are others equally striking that can be given.

Robinson still persisting in his denial of all knowledge on the subject of this vote of Sept. 11, several members of the Board charged him with falsehood on the spot. Testimony is abundant to show that Robinson, Myers and Smith, all stated at the time of the meeting of the Board, on the eleventh of September, when the location was changed, that the agreement set forth in said vote was fully made and understood. Yet Smith urged the payment to Myers of this \$8000, thus wrongfully estimated, and Robinson persisted in it to the last.

Could any Board of Directors after such a course of proceeding entertain any confidence in him as engineer?

As an example to show the manner in which Robinson conducted in his office as engineer, we give the following instrument executed by him, without the knowledge of any one of the present Board of Directors.

"This Agreement made this day April 24th, 1851, by and between the York and Cumberland Rail Road, of the first, and Loring Wing of the second part, witnesseth that the said Wing binds himself to the said Rail Road Co. to build for them two snow-plows of the pattern of those used by the Androscoggin and Kennebec Rail Road Co. to be equal to those in every respect, as to quality and strength, one to be built for a *guage of four feet eight and one half inches*, and one *five feet and six inches*. And the said company hereby binds themselves to pay the said Wing, twelve hundred dollars for the said plows—one thousand dollars cash, two hundred in Stock of the York and Cumberland Rail Road Company. In witness whereof, have set our hands and seals the day above written.

(Signed)                   A. P. ROBINSON, Chief Engineer,  
                                 for the Y. and C. R. R. C."

It will be perceived that Robinson undertakes without any authority whatever, to contract for two Snow Plows for the company. One of them for the broad gauge, or *5 feet 6 inches*. What the York and Cumberland Road want of such a plow does not clearly appear. It is now said that this broad guage plow was for his friend Smith, to be paid for by the York and Cumberland rail road, for the benefit of the Buckfield Branch! Smith can well afford to praise the honesty of his friend Robinson, and feel sadly shocked at the injustice done him by the Board.

Smith labors to show that there was no fraud on the part of Robinson, and no complaint against him requiring his discharge, except what grew out of the arrangements for the running of the road, and that all the troubles have originated in the anger of Messrs. Morrill and Woodbury toward Robinson.

This is too silly to need contradicting. Smith's own pamphlet shows that Robinson had withdrawn from the office of Superintendant before his removal as Engineer. Smith's whole statement in regard to the matter of the time table, however, is untrue from beginning to end. The time table which Robinson refused to recognize, was prepared by Mr. Morrill at the request of Smith, as President, with the concurrence of the Board.

Robinson refused to regard it—rudely treated the members of the Board in the Directors' room, and threatened to discharge the em-

ployees on the road, if they paid any regard to it. When the Board supposed Robinson had apologized, they were willing to accept his apology and direct the employees to recognize him as Superintendent. Robinson received the instructions and explanations of Messrs. Morrill and Woodbury without any apparent dissent. After an interview with Smith, he pretended to be insulted, and denied that he intended any apology in his note to the Board.

This conduct of Robinson might well have justified his discharge, but his removal was placed on other and distinct grounds, as before stated.

F. O. J. Smith was removed from the office of President of the York & Cumberland R. R. Co., for unlawfully procuring the issue of Bonds purporting to be coupon Bonds of the York and Cumberland Rail Road Company. He now attempts to get rid of this charge by the affidavit of N. J. Herrick, showing that he, Herrick issued them and not Smith. This matter was inquired into by the Investigating Committee, who published an extract from a report of the Committee of the Board, as follows:—

"It appears that a note for \$1,000, signed by the Treasurer for the Company, and endorsed by the Directors, was delivered by him to the President of the Company, Mr. F. O. J. Smith, for the purpose of raising funds for the Company, which note is still outstanding, though not accounted for by Mr. Smith to the Treasurer, said note having been issued for the benefit of the Company, we regard the Treasurer. As responsible therefor, and that he is to account for the same in part satisfaction of the balance due him from the Company.

It also appears, that on the 30th of June, the Company had overpaid John G. Myers, on his cash account, the sum of \$1,593 23, according to the estimates—but that he was entitled to \$10,266 42 on his Bond account, including his June estimate, which was due on the 10th of July, 1851.

It further appears that Nathaniel J. Herrick has issued to said Myers twenty thousand Dollars in what purport to be Coupon Bonds of the Company, signed by Francis O. J. Smith, President, and N. J. Herrick, Treasurer, and has taken said Myers' receipt therefor—\$15,500, July 2d, 1851—\$4,500, July 9th, 1851. Said Herrick has also issued notes of the Company for the benefit of the *Contractor*, and chargeable under the contract, amounting to \$1,601 26. He has also issued certificates of stock. He has placed in the hands of the Committee, \$10,000 of Bonds signed by him in a similar manner, which have never been put in circulation.

The said N. J. Herrick having never been elected Treasurer of the Company, or given Bonds as such, or taken the oath required by law, all his proceedings and all Bonds, notes, certificates, or other instruments signed by him, as Treasurer, are invalid. The Committee recommend that the Treasurer be directed to issue to said Myers all Bonds or other securities due him as above stated, on